PRE-BID QUERY REPLIES for "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment for the work of Collection, Primary Transportation & Secondary Transportation of C&D Waste to Proposed Processing Plants including establishment of Processing Plants in each of the below different packages for a Concessionaire period of 15 years" in Package - 1 (750 TPD), Package - 2 (750 TPD), Package - 3 (750 TPD) & Package - 4 (750 TPD)

SL. NO	REFERENCE VOL/PAGE NO/ CLAUSE	TEXT PROVIDED IN RFP/DCA/PIM	QUERY IN DETAIL	REPLY	REMARKS
1	PAGE 35, 8. Summary of Financial Model, Conclusion, point 2 - The BSWML shall establish the Escrow account and collect the cess from the construction activities through BESCOM based on per sq.km. based on per sqm. Basis of plan section for modification /alteration/ renovation/new construction activities.	PIM	Why is cess collected through BESCOM?	This is an internal mechanism of the authority to collect the user fee, and the same shall be collected from source generator through either BESCOM or any other modes and deposited in ESCROW account.	
2	PAGE 35, 8. Summary of the Financial model, Conclusion, point 4 - The tipping from bulk waste generators shall be collected by concessionaire directly through an MOU before start of the collection, transportation of the waste from bulk waste generators with a prior intimation to BSWML. Government shall issue directions to Bulk waste generators to this effect through a separate gazette.	PIM	MOU is agreed between Generators and Concessionaire only no other party involved	Tender conditions prevail.	

3	PAGE 4, v. The collection of royalty on processed goods & payment of the same to concerned department is responsibility of bidder.	RFP	Kindly provide details of Royalty and specify on whether the royalty amount is add over the specified SR rates for the processed goods.	The bidders are free to arrive their revenue and accordingly royalty may be considered in their assessment. Tender conditions prevail.	
4	PAGE 24, 2.3.4 - The unauthorized dumping needs to stop within the stipulated time mentioned in DCA and its articles.	RFP	BSWML will have the authority to stop unauthorized dumping and Concessionaire shall lift the unauthorized dumping as directed by	Kindly consider these parameters by the bidders in their approach and methodology. Tender conditions prevail.	
5	PAGE 24, 2.3.9 -For less than 1 MT of C&D Waste generator i.e Small Generator who has not registered with BSWML and their payment is not reflected in ESCROW account, in such case the Concessionaire has to provide service with small size containers after registering the requirement of the removal of such waste for less than 1 MT C&D Waste after confirmation of payment receipt paid to BSWML	RFP	The payment should directly made to Concessionaire, and if made BSWML how will it be paid to Concessionaire	The method of payment is illustrated in Article-18 of DCA and all other terms and conditions as per tender conditions prevail.	

6	PAGE 24, 2.3.11 - For BSWML's other civil works / bulk generators having quantity equal or more than 20 MT per day or 300 MT per project per month there will be two cases as mentioned below. The C&D waste supplied by bulk waste generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates.	RFP	The payment for processed materials should directly made to Concessionaire	Yes, Tender conditions prevail.	
7	PAGE 24, 2.3.10 - For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e , Medium Generators, who have not registered and their payment is not reflected in ESCROW account, then such cases need to be brought to the notice through online tracking mechanism and Concessionaire shall provide the containers to source generation spots after register their request and after the payment in ESCROW account.	RFP	The delay in registration should be waved off from penalty.	The payment for the actual quantities shall be arrived and paid be paid by authority directly to the Concessionaire. The authority will handle the collection of the payment from the source generators through internal mechanism of the authority. The concessionaire needs to upload the GPS locations of the quantities of such unregistered source generators.	Refer addendum.

8	PAGE 24, 2.3.14 - If there is a difference between quantity registered and payment made in ESCROW account and actual C&D Waste found on the site, then Concessionaire shall inform BSWML, in cases the generator shows subsequent confirmation for remaining quantity then the concessionaire shall collect the C&D.	RFP	If the confirmation delayed it will affect the vehicle movement and causes delay in attending waste collection leading to penalty so the Generator will have to pay penalty if the confirmation delayed beyond 2 hrs.	If there is a difference in quantity of waste recorded with authority and the actual waste transported from the geo linked waste generator and such difference in the quantities shall be handled by authority with the source generator. The actual quantity transported by the concessionaire shall be recorded and paid accordingly.	
9	PAGE 25, 2.3.15 - For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/ system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record.	RFP	The penalty for delay due to unavailability of the BSWML staff should be waved off, the payment time line from BSWML for the monthly bill should be within 7 days of bill submission	The payment shall be as per article 18.4 pertaining to the payment schedule of DCA.	Refer addendum.

10	PAGE 27, 2.3.37 - The concessionaire shall complete all the activities such as obtaining all clearances required for the project including clearances required for land development, mobilization / procurement of necessary equipment's, vehicles, machineries & resources required for Collection, Transportation of Construction and Demolition (C&D) Waste from BSWML area and commission the contractual work within 12 months of issuance of LOA.	RFP	Any unavoidable delays such TOR committee not available and whether effecting the TOR study should provide the extension in time given.	If the delay on account of any statutory approvals, then the same shall be reviewed and appropriate decision on account of delays beyond control of concessionaire shall be granted as hinderance to the project.	**Refer addendum**
11	PAGE 30, Non - adherence while processing the C&D waste at processing plant, point 1 - Processing of less than 750 TPD quantity of C&D waste (if the quantity recorded through online mechanism is average 750 TPD and if processing of quantity is less than the input on yearly basis)	RFP	Should be waved off if 750TD C&D waste not available in the respective package area specified	The payment shall be based on the actual quantities for both cases for C&T and P&D and the payment schedule is as per the tender conditions and same shall prevail.	
12	PAGE 31, Non - adherence while processing the C&D waste at processing plant, point 7 - Penalty if the efficiency extent of processing of waste falls below 70% on monthly basis then, concessionaire shall be liable penalty for each 5% deficit	RFP	Penalty if the efficiency extent of processing of waste falls below 70% on monthly basis then, concessionaire shall be liable penalty for each 5% deficit	The penalties are considered on monthly basis, based on the input quantities recorded and if the processed quantities recorded is less than the indicated percentages of the input quantities then the penalties shall be imposed as per the KPI vide article 19 of DCA. Tender conditions prevail.	

13	PAGE 52, 5.2.2 - The BSWML expect all the Key Personnel to be available during implementation of the Agreement. The BSWML will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel	RFP	The project is running for 15 years and depending on the performance, age and health the man power may be changed with suitable replacement, but attracting fine and termination for change of key persons due to unavoidable circumstances to be	The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	**Refer addendum**
14	PAGE 4, Point O - The financial bids of technically qualified bidders of each package shall be opened in chronological order starting from Package 1, Package 2 and Package 3. It is to notify that one bidder shall be awarded only one package as per the bid opened in the above-mentioned chronological order	RFP	Can multiple packages be awarded to one bidder	Tender conditions prevail.	
15	PAGE 24, 2.3.5 –The mechanism for surveillance of C&D waste in order to avoid the duplication of waste collected & disposal should be implemented by the concessionaire. The same will be integrated with BSWML control command centre.	RFP	If separate call center done for each package. how to avoid duplication, and how to allocate zones without conflicting the adjoining areas between the concessionaires.	GPS and RFID Tags shall be installed as per the scope of work in each vehicle and monitoring of the movement of vehicles to avoid duplication of Collection of C&D Waste.	

16	Route map for package	PIM	C&D waste generation in not equally distributed among packages, will it be demarked equally to all the concessionaire.	The collection of C&D waste is within the 5.00 Km radius of the transfer station of each package. The jurisdictional map shall be finalized after award of works to the agencies. Refer annexure-1 for tentative locations.	
17	PAGE 66, Point 3 - Specific Experience in establishment of RFID/GPS system for Primary & Secondary transportation for C&D Waste Management for any government department of India.	RFP	Does this require the certificate issued by not lower than the rank of Executive Engineer rank or equivalent.	Authority will assess the genuineness of the issuance of certificate and Tender conditions prevail.	**Refer addendum**
18	PAGE 57, 5.2.2 - The BSWML expect all the Key Personnel to be available during implementation of the Agreement. The BSWML will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel	RFP	Does this applicable only for the period of execution and later during the operation can the Key personals can be changed without any obligations and penalties.	The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	**Refer addendum**
19	PAGE 25, 2.3.33 - The concessionaire shall collect & transport the waste generated as per the proposal, if it is less or more than indicated in contract then in such case the concessionaire shall be dealt to account the same as per the accepted rate per ton and the concessionaire is bond to follow the same as per the instruction of authority.	RFP	Minimum 90% tonnage of the Vehicle capacity should be considered for billing as shifting lesser quantity only will lead to transportation losses	Tender conditions prevail.	

20	PAGE 58, Point 5.3 - Indemnity	RFP	The entire operation depends on quality and quantity of the C&D waste, it would be too harsh to have 3 times value of the agreement indemnify for BSWML, kindly reduce it to 3% of the agreement value.	The indemnity of the contract shall be dealt as per section 124 of the Indian contract act,1872.	**Refer addendum**
21	Point e Page No. 2	The Transfer stations facility shall be provided/constructed by BSWML at its cost	Please give us the transfer station location	Refer PIM document.	
22	Page No. 2	e. The Transfer stations facility shall be provided/constructed by BSWML at its cost	What infrastructure you will provide	Refer PIM document	

23	1. Scope of Proposal Point 2.1 Page 23	Scope of work for Collection, Transportation and processing of C&D Waste for the Package of 750 TPD capacity	Minimum tonnage guarantee of 750 TPD on monthly basis should be given	Tender conditions prevail.	
24	2.3.36 Page 27	Mobilization Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later.	Minimum 6 months for the mobilization period time to be given	Tender conditions prevail.	
25	3.1 non-adherence while processing the C&D waste at Processing plants Page 31	Penalty if the efficiency extent of processing of waste falls below 70% on monthly basis then, concessionaire shall be liable penalty for each 5% deficit	Penalty shall be applicable only if incoming waste	Tender conditions prevail.	
26	Note Point 2 Page 31	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	kindly request to delete this clause	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY	Refer addendum.

27	5.2 Substitution of Key Personnel Page No. 57	As a condition to such a substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Concessionaire or termination of the Agreement.	kindly request to delete this clause we will provide same qualified personnel for the task	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	**Refer addendum**

28	5.2 Substitution of Key Personnel Page No. 58	5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the reasons recorded are satisfied and substitution equal or more experienced is acceptable in unavoidable circumstances without prejudice.	kindly request to delete this clause we will provide same qualified personnel for the task	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	**Refer addendum**

29	1.4.2 Category-1: Page No.63	b. Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.	Having experience in the collection and transportation of C&D waste and municipal waste to be considered.	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered	Refer addendum.

30	2.0 Scoring Page No.66	Specific Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation: a. Experience of more than 5 Years =15 Marks b. Experience of more than 3 Years=10 Marks c. Experience of more than 1 Year=08 Marks d. Iflessthan1 Year experience=0 Marks	Having experience in the collection and transportation of C&D waste and municipal waste to be considered.	The scoring for A (2) pertaining to specific experience in Collection & Transportation of waste is herewith read as follows: The "specific" word stands deleted from the sentence specific experience" The scoring clause A (2) hereby read as follows: "The experience in collection & transportation of C&D (and / or MSW)".	Refer addendum.
31	General	Due date: 26.09.2024	Request for extension min 15 days	Refer addendum	

32	RFP Page 57 Clause 5.2	Substitution of key personnel.	1. Key personnel engaged by the Company are already engaged in other projects and cannot be committed for a future project for which the Company is bidding. 2. The Company cannot engage fresh key personnel only on the premise of being awarded a project it is bidding in. 3. It is suggested that the bidder be made to commit that it shall deploy key personnel with specified experience and qualifications instead of giving and committing particular names. 4. Details of Key Personnel should be asked for after award of project. 5. Technical evaluation criteria be modified accordingly.	Tender conditions prevail.	
33	Page 58 Clause 5.4 (e) of RFP	Incorporate the Special Purpose Vehicle, which will act as the Concessionaire.	We are a diversified Company working in many fields. This clause should be made mandatory for JV Bidders and individual / sole bidders be allowed to execute the work under its own name.	The clause applicable to those who are intended to enter into SPV and in such case the SPV agreement will be applicable. Tender conditions prevail	
34	Page 22 clause 2.1.2	It is the responsibility of the bidder to assess the availability of the C&D waste	The RFP, PIM or the DCA do not give details of the jurisdictional area of different packages like total area, no. / name of wards etc. Please define jurisdictional area of	The approximate jurisdictional area is within the 5.0 Km radius of the transfer stations of the corresponding area of	

		within the jurisdictional areas and quote accordingly	all the packages separately.	the processing plant of each slice/ package. The transfer station locations and names are given in the PIM document. The approximate locations of the transfer stations are appended at annexure 1.	
35	PIM Scope of work: page 13, clause 4.1.1	Collection Spots	Kindly define the collection spots. How many collection spots are earmarked in each package for these collection spots? The infrastructure that that be provided at each collection spot.	Kindly refer the reply to query no. 34	
36	PIM Scope of work: page 13, clause 4.3.4	The unauthorized dumping needs to stop within the stipulated time mentioned in DCA and its articles	Please provide details of mechanism by which BSWML intends the concessionaire to stop unauthorized dumping.	Bidders are required to indicate in their approach and methodology.	
37	RFP Page 25 Clause 2.3.15	Concessionaire has to install Load Cells/ On-board weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project.	No vehicle manufacturer is willing to provide such a system. Please apprise us of vendors who, in your knowledge can provide such on-board weighing systems.	The load cells is deleted from the scope of the bidders. The remaining scope shall remain same.	Refer addendum.
38	RFP Page 26 Clause 2.3.18	The Concessionaire has to market and promote its services for lifting	BSWML or the Municipal Corporation should make it mandatory for all civil projects to compulsorily use the services of C	Guidelines of C&D waste management 2016 applicable, Tender conditions prevail.	

		of claimed C&D waste	& D agencies at the time of sanction of plan etc. and impose penalties on the generators if they fail to comply with the mandatory instructions.		
39	RFP Page 28 Clause 2.3.36	Mobilization period.	1. Since it would take 18 months for a concessionaire to construct the processing plant, where is the c & D waste collected by the deployed fleet during this period to be dumped and stored. 2. Is the land parcel identified for the processing plant adequate to store such huge quantity of waste. 3. Land Parcel for setting up of processing plant should be defined and the land area disclosed. 4. Please define COD (Commercial Operations Date). 5. The Contract period for the processing project should commence from the date when all clearances and permits by the concerned authorities are issued.	Tender condition prevails.	
40	RFP PAGE 30 Clause 3.1	Penalty	1. Penalties to be imposed should be capped at 5 % of monthly cost. 2. In no contract there is ever	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5%	Refer addendum.

			percentage increase in penalties. This clause should be deleted.	YOY.	
41	RFP Clause 1.1.3	It has to be noted that Ministry of Environment, Forest & Climate Change has published notification on 29.07.2024 for Construction & Demolition Rules, 2024 which shall be into effect from 1st April, 2025	Since the C & D Rules are to be implemented after 6 months, please elaborate what effect the change in rules may have on the present work.	C&D Waste Management rules 2016 and any other rules and amendments to existing rules or new rules come into force to handle the subject contracts either by State or Center shall be part of the concessionaire agreement. If any financial implication due to change in law by way of implementing by such amendments or new rules shall be reviewed and compensation for such change in law shall be handled as per the article-23 of the DCA.	
42	PIM Clause 10.0 Page 22	Contract period	C & D Processing units take a long time in achieving Break Even. Hence the project contract period may please be made for 20 years as is done by the corporations of Delhi, Mumbai and Thane etc.	Tender condition prevails.	
43	Bid Submission	The last date for submission of bids is 26.9.2024	It is requested that to enable us to make proper survey of the identified locations the Bid Submission Date be extended upto at least 15.10.2024	Refer Addendum for revised date of submission of bids.	Refer addendum.
44	PIM Page 34 Tipping Fee		The detailed revenue model	The same has been	

			envisaged in this tender, based on tipping fee may please be explained as to who shall collect the tipping fee, where it shall be deposited and how it shall be reimbursed to the concessionaire.	explained vide Article 18 of DCA.	
45	RFP Page 41 Clause 4.3	Joint Venture / consortium	There are numerous instances of disputes amongst the consortium / JV members which adversely affect the projects. Waste Management being an essential service, it is suggested that JV/Consortium should not be allowed. Would you allow a bidder to participate if its associate (parent/ subsidiary) is terminated / blacklisted / debarred due to poor performance or its parent / subsidiary company has become bankrupt / insolvent.	Tender condition prevails.	
46	Technical Evaluation parameters	Point 4 Multiple MoU's with manufactures	Please clarify the purpose of having multiple MoU's with plant manufacturers to obtain 30 marks as MoU with any single experienced manufacturer is sufficient to be eligible for the project.	Tender condition prevails	
47	PIM Page 35	Conclusions	Please clarify the role of BESCOM and collection of cess.	This is an internal mechanism of the authority.	
48	DCA Article 20 Clause 20.2 (a)	all funds constituting the financial package disbursed by	Kindly explain the rationale behind this clause	Clause 20.2 is not applicable and same is deleted.	Refer addendum.

		Lenders in terms of the Financing Agreements			
49	DCA Article 20 Clause 20.2 (c) And SCHEDULE 17 ESCROW AGREEMENT	Concessionaire shall at all times and in any month of the Concession Period, ensure that in the Reserve Sub-Account ("**Reserve Fund**") under the Escrow Account, an amount equivalent to next [90 (ninety] days payable to BSWML, in accordance with terms hereof, is deposited and maintained. And The Concessionaire shall deposit in the Escrow Account an amount equivalent to the first [12 (twelve)] times the amount equals to Royalty amount plus the revenue sharing amount as	The two clauses seem to be in contradiction. Please examine	The clause 20.2 is deleted.	Refer addendum.
50	Article 29	Variation	The article has been made not applicable. Please apprise how price variation / escalation during	Yearly escalation of 5% on tipping is provided. Hence, tender condition	

			the concession period would be done	prevails.	

51	RFP- Page no. 2	CALENDAR OF EVENTS: 2. Date of Pre bid meeting: 17.09.2024 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.	We are planning to conduct a detailed site survey. Hence, we request you to kindly arrange the Second Pre-bid meeting to address our detailed queries/ additional queries. We request 2 weeks extension for 2nd queries submission.	Refer Addendum for revised date of submission of bids.	Refer addendum.
52	RFP, Page no. 2	CALENDAR OF EVENTS: 3. Last date of submission of Bids in KPP Portal: 26.09.2024 before 16:00 hours.	We would like to kindly request an extension of 4 weeks from the original due date. This additional time will allow us to submit the best Techno-Commercial bid.	Refer Addendum for revised date of submission of bids.	Refer addendum.
53	Cl. 2.3.15 Page No. 25 of RFP	For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile	On Board weighing Mechanism, although available in market, is not a proven technology. Traditional Weighbridge system for weighing can be installed at transfer stations and processing plants.	The scope pertaining to load cells is deleted from the scope and remaining scope as per DCA clause 2.1 to 2.24 retained.	Refer addendum.

		application/ system and shall be submitted along with the monthly bill. Payment of unclaimed debris shall be made by BSWML as per the record. Concessionaire has to install Load Cells/ Onboard weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project. The online RFID/GPS mechanism shall record the specific weight at every spot of claimed and unclaimed C & D Waste collected by the concessionaire shall be recorded, and accordingly the payment shall be calculated through online record of weight management through RFID/ GPS mechanism. A periodic physical test checks shall be conducted by a designated team appointed by the authority to check the balance sheet of the weight recorded through online mechanism and resolve the disputes if arises at any point of time during the concessionaire period.			

54	DCA, Cl 2.2.1 Page no. 12	The concessionaire has to establish the comprehensive RFID/ GPS mechanism to containers, hook loaders and **weigh bridges** along with CCTV and connect the entire vehicle tracking mechanism and loading assessment mechanism to the **central control command system of BSWML** and monitor the same	I. We kindly request BSWML to allow weighing of C&D Waste at processing facilities weighbridge as vehicle manufacturers do not typically equip vehicles with load cells. II. We opine that the central control command system of BSWML is fully functional and possesses adequate IT infrastructure to monitor the concessionaire's activities. Consequently, the concessionaire is not responsible for upgrading the central control command system. BSWML to confirm the same.	The provision of load cells in the scope of work in all vehicles is deleted. It is mandatory that the concessionaire must connect the entire tracking mechanism, GPS/RFID, CCTV, mobile app and all relevant scope of Vehicle tracking mechanism of the RFP to the ICCC of authority.	Refer addendum.
55	DCA, Cl 2.4.11 Page no. 13	The concessionaire has to enter into an **MOU with the Bulk waste generators** in consultation with authority to handle the bulk waste. The signed copy between the parties need to submitted to authority.	In the event that bulk generators refuse to enter into an MOU and instead dispose of C&D waste at unauthorized locations, it may result in a revenue loss for the concessionaire. We request BSWML to take appropriate measures to ensure that the concessionaire is compensated	Standard guidelines are in force to implement as per the C&D waste management 2016. The authority shall approach government to issues guidelines to be followed by	

			for such losses.	BWGs.	
56	DCA, Cl 2.10.1, Page no. 18	Phase I – Mobilization Period: **1 month** from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later. Mobilization period includes time to start the process to obtain all the necessary clearances & approvals from relevant authorities and place orders to deploy vehicle and manpower for collection & transportation mechanism. If the delay is beyond the control of the concessionaire, then the mobilization period shall be extended based on the reasons recorded and in such recorded hindrances justified by the engineers in charge or the authorised representative of BSWML.	Request Authority to extend this period to **6 months** from the date of signing of agreement or from the date of handing over of the facilities, whichever is later. Since, the Concessionaire would require some time to obtain all the necessary clearances & approvals from relevant authorities and the construction work of P&D facilities cannot be started in absence of these clearances.	Tender condition prevails	
57	DCA, Cl 2.11.4, Page no. 18	This being a green initiative, may be entitled to Carbon Credits. The Concessionaire may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared	Requesting the Authority to allow Concessionaire to avail 100% carbon credits.	Tender condition prevails	

<table>
<tr><td></td><td></td><td>in 70% (Concessionaire) to 30% (BSWML).</td><td></td><td></td><td></td></tr>
<tr><td>58</td><td>DCA, Cl 2.15, Page no. 21</td><td>Revenue generated from processed C&D waste (components) shall be minimum as per the below derived calculations;

<table><tr><th>S. No</th><th>Description of the item</th><th>Percentage</th></tr><tr><td>1</td><td>Aggregate</td><td>24%</td></tr><tr><td>2</td><td>Sand</td><td>10%</td></tr><tr><td>3</td><td>Murrum/Soil</td><td>60%</td></tr></table></td><td>We understand that these are indicative figures, as the rates are subjected to market dynamics. Kindly clarify.</td><td>Yes, these are indicative figures. Tender condition prevails</td><td></td></tr>
<tr><td>59</td><td>DCA, Cl 4.1.2, Page no. 27</td><td>(b) Provided a portion of land at the Dumpsite as demanded by the Concessionaire for setting up of Project Facilities for 750 TPD C&D Waste, vacant and free from Encumbrances</td><td rowspan="2">Request BSWML to specify the quantum and other details of land that will be allocated to concessionaire-

1. Land for P&D plant
2. Land for transfer stations and their locations.
3. Land for landfill for disposing inerts.</td><td rowspan="2">The final locations shall be intimated to successful bidder before signing of agreement.

Refer annexure -1 for the tentative location of transfer stations & processing plants</td><td></td></tr>
<tr><td>60</td><td>DCA, Cl 6.1.2, Page no. 42</td><td>(a) identify and earmark / allocate parcel(s) of land, by itself, within or outside the Project Area for the purpose of setting up of Project Facilities including transfer stations</td><td></td></tr>
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61	DCA, Cl 4.1.2, Page no. 27	the location of land for inerts shall be informed to the successful bidder as per the Scope of Work of this Agreement mentioned in RFP.	We request BSWML to notify the disposal sites prior to the bidding process. This will allow bidders to plan their logistics, lead costs, and develop accurate bid pricing accordingly.	The final locations shall be intimated to successful bidder before signing of agreement. The lead within 5.0 KM is included in the scope of the bidders. The extra lead shall be dealt as per the tender conditions.	
62	DCA, Cl 4.1.3 (o), Page no. 29	Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 750 TPD C&D Waste;	Please reconsider the removal of this clause from the Condition Precedents of the Concessionaire. As it is not within the control of the Concessionaire and Concessionaire is not enforcing authority to prevent generators from dumping C&D waste as it is entirely dependent on the Generator, it may not be appropriate to hold the Concessionaire accountable for fulfilling this condition.	Kindly submit the approach and methodology and the same shall be reviewed by the authority. Tender condition prevails.	
63	DCA, Cl 4.1.3, Page no. 28	The Conditions Precedent (CP) required to be satisfied by the Concessionaire within a period **of [90 (ninety)] days from the**	As per Cl 4.2.1, "*Each Party shall make all reasonable endeavours at its respective cost and expense to*	Tender condition prevails	

		Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have	*procure the satisfaction in full of the Conditions Precedent relating to it within a period of **[180 (One Hundred & Eighty)] days** from the Execution Date".* Also as per Cl 4.1.2, the CPs of BSWML is **180 days** , In light of both clauses, BSWML is requested to align the CPs for the Concessionaire to also be 180 days.		
64	DCA, Cl 5.2.2, Page no. 36	Before finalisation, the Concessionaire shall submit to BSWML and the BBMP the drafts of all Project Agreements and the Collection, Transportation and Processing & Disposal Concession (if any) or any amendments or replacements thereto for its review and comments	We kindly request BSWML to delete this clause, as the project involves issuing numerous Purchase Orders (POs), Work Orders (WOs), and service agreements with various vendors. Requiring final approval from BSWML for each order would significantly delay the process. We suggest that this clause be limited to major agreements or those with higher order values.	Tender condition prevails	
65	DCA, Cl 6.1.2, Page no. 43	(e) provide the Sites on leave and license basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed	BSWML is requested to please specify the lease value of the land to be handed over to the concessionaire for setting up of project facilities.	The land shall be given on "permissive use" basis hence as such there is no lease or rental values of the	**Refer addendum**

		on or about the Sites by any Government Instrumentality		land parcels handing over to concessionaire.	
66	Cl 6.1.2 (n) Pg 44 of DCA	collect user fee as for source collection of C&D waste	This is only for Small & Medium generators and not for bulk generators. As per Cl. 2.4.11 Bulk generators shall pay directly to concessionaire. Request BSWML to confirm the same.	Yes, Tender condition prevails.	
67	Cl 9.3.1 Pg 52 of DCA	Security towards establishment of C&T facility is **5% of capital cost of C&T facility** released after procurement completion within 3 months certified by Project Engineer and Authority. This security shall be held during the mobilization period.	As per Clause 9.1.1, the concessionaire is already providing a 9% bank guarantee valid until the Commercial Operation Date (COD). Please confirm whether the additional 5% bank guarantee required is in addition to the existing 9% bank guarantee for project facilities. If so, request BSWML to remove this clause. As 2 BG's for same requirement cannot be imposed.	As per Clause 9.1.1, the performance security is 9% of the total estimated capital cost indicated in the tender. From the 9% of PBG, 5% towards C&T & balance 4% towards P&D activities of processing facilities. These PBG's shall be released after COD as per contract conditions.	**Refer addendum**
68	Cl 9.10 Pg 54 of DCA	In accordance with Article 15.2.1 (e) (iv), the Concessionaire shall have submitted to the BBMP and	Already BG for 9% Construction & mobilization and BG for 9% O&M are submitted. This additional 5%	Tender condition prevails	

		BSWML, prior to the Execution Date, an unconditional and irrevocable bank guarantee to BSWML, issued by the technology provider, corresponding to 5% (five per cent) of the aggregate capital cost of the machinery. (the "Technology Performance Security")].	BG from technology provider doesn't have any relevance. Request BSWML to delete this clause.		
69	Cl 13.1 Pg 65 of DCA	The independent engineer shall be **appointed by BSWML to monitor the overall performance of the Concession** with requisite technical expertise, knowledge and experience in the [design, engineering, construction, development, and operation] of [750 TPD C&D waste, waste collection & transportation facilities, material recovery facilities, and other machinery and facilities forming part of the 750 TPD C&D waste management system]	i. During the appointment process of the Independent Engineer (IE), we request that BSWML involve the concessionaire to ensure a fair and transparent selection process. ii. BSWML is requested to specify the date by which the Project Engineer will be appointed.	Tender condition prevails	
70	Cl 13.2. Page 65 of DCA	Remuneration All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by	Project Engineer and Independent engineer remuneration should be paid by BSWML. And if it is been deducted from concessioner	Tender condition prevails	

		both the parties and in general the total fee for this purpose is as per the mutually agreed approved rates at the time of signing of the agreement. The payment towards consultancy charges for independent engineer shall be collected from the concessionaire as per the mutually agreed approved rates from each invoice and the payment to independent engineer shall be settled by BSWML. If any saving on this account, the same shall be returned to concessionaire after the financial closure of the accounts.	bill, please indicate as a percentage of the project cost.		
71	DCA, Cl 13.2, Page no. 65	All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is as per the mutually agreed approved rates at the time of signing of the agreement.	Request BSWML to bear 50% of fees, expenses of Project Engineer.	Tender condition prevails.	
72	DCA, Cl 15.8.2, Page no. 81	During the Construction Period, the BBMP shall:	Please clarify what are "*Construction Payments*"?	The clause 15.8.2 is deleted.	Refer addendum.

		(b) make the **Construction Payments**, on satisfactory completion of the relevant Payment Milestone;	Please confirm whether there are any grant payments for construction? If so, kindly provide the payment milestones. If irrelevant, request to kindly delete it to avoid any unnecessary confusion.		
73	DCA, Cl 18.1, Page no. 102	The **Construction Payments** and the O&M Payments are the full responsibility of the Concessionaire for undertaking the Project.			
74	DCA, Article 33, Point no. 33, Page no. 168	"**Construction Payment**"- Not Applicable		Tender condition prevails	
75	**Cl 18.2** **Pg. No. 82 of DCA**	Escrow Account (a) Prior to the COD Date, the Concessionaire, the BBMP, BSWML and the Escrow Bank shall enter into the Escrow Agreement and the Concessionaire shall open the Escrow Account with the Escrow Bank in accordance with the Escrow Agreement, which shall be operational until the expiry of the Concession Period. The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, and Concessionaire obligation to deposit the Monthly payment of royalty and revenue sharing in	Entire article on Escrow Account need to be changed as it is based on royalty model to be changed to tipping fee model.	Refer addendum	Refer addendum.

		accordance with this agreement with the Escrow Bank and terms of withdrawal of amounts from the Escrow Account by authorizing the client to withdraw the royalty and revenue sharing amount on monthly basis.			
76	DCA, Cl 18.1.1, Page no. 102	Yearly escalation of 5% and WPI is applicable for Bid Project Cost during O&M phase.	Request BSWML to please provide the formulae for computation of escalation for WPI, CPI, diesel rates, manpower wages and other such indices.	The escalation is 5% on YOY is mentioned in the RFP. Tender condition prevails.	Refer addendum.
77	Cl 18.2 Pg 102 of DCA	The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, and **Concessionaire obligation to deposit the Monthly payment of royalty and revenue sharing** in accordance with this agreement with the Escrow Bank and terms of withdrawal of amounts from the Escrow Account by authorizing the client to withdraw the royalty and revenue sharing amount on monthly basis.	i. We kindly request BSWML to revisit the clause. Since the entire CAPEX for the project facilities is being solely borne by the Concessionaire, it seems illogical to require the Concessionaire to maintain a minimum balance in the Escrow account. As the O&M payments are made by BSWML to the Concessionaire, it would be more appropriate for BSWML to maintain the minimum Escrow balance.	Refer Addendum	Refer addendum.

			ii. Also, BSWML is requested to specify the details regarding the royalty.		
78	DCA, Cl 18.7, Page no. 105	(b) The BBMP or BSWML shall notify the Concessionaire at the time it exercises its right to set-off and shall provide the Concessionaire its reasons for exercising such right to set-off.	We request BSWML to delete this clause, as the Concessionaire may face significant liabilities if timely payments are not made.	The clause is not applicable	Refer addendum.
79	DCA, Article 19, Page no. 117	Note: 1. If the total penalty amount reaches 10% of operational cost of the year, BSWML may consider to terminate the contract & initiate further legal action which may including blacklisting.	Request the Authority to remove this provision. Blacklisting of a Concessionaire should not occur after the Concessionaire has invested so much money in the project. Kindly consider termination only if the Concessionaire reaches a total penalty amount which is 10% of operational cost of the year, over a continuous span of 3 months due to its event of default and not due to force majeure or the things beyond his control.	Tender condition prevails.	
80	DCA, Article 19, Page no. 117	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	Request to delete this provision, as across concession agreements of different projects, the penalties are fixed for the entire concession period and	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5%	**Refer addendum**

			is not subjected to an increase on year-on-year basis.	YOY.	
81	Cl 20.2 (c)Pg 118 of DCA	Concessionaire shall at all times and in any month of the Concession Period, ensure that in the Reserve Sub-Account ("Reserve Fund") under the Escrow Account, an amount equivalent to next [90 (ninety] days payable to BSWML, in accordance with terms hereof, is deposited and maintained.	As per Cl 6.1.2 (m) maintaining minimum escrow balance is the obligation of BSWML. Request BSWML to confirm the same.	The clause 20.2 (c) is deleted. However, as clause 6.1.2(m) maintaining minimum escrow balance is obligation of BSWML.	Refer addendum.
82	Cl 22.2.1 (c)Pg 125 of DCA	In case of suspension of the performance of the O&M services pursuant to Article 22.2.1(a) for reasons not attributable to the Concessionaire**, the Concessionaire shall be entitled to continue to receive the Capex Annuity along with interest**, and the O&M Charges, for the period during which it suspends the performance of the O&M services pursuant to Clause Article 22.2.1(a).	As Capex grant is arranged by concessionaire alone, request BSWML to elaborate on this clause on receiving the capex annuity.	The clause is deleted	Refer addendum.
83	DCA, Cl 24.3, Page no. 134	**24.3 BSWML Event of Default and BBMP Event of Default**	Request to add the following sub-clause in this clause-	Tender condition prevails.	

			"*In case of BSWML fails to handing over the land meant for developing the Project facilities in the stipulated timelines, it shall be considered as BSWML/ BBMP's Event of Default".*		
84	Cl 25.1.2 Pg 142 of DCA	Upon Termination on account of a Concessionaire Default during the Operations Period, Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 100% (One Hundred per cent) of the Book value of Project + 70% of the unexpired/future cash flow discounted at the rate of 12%. For the avoidance of doubt, the future cash flow shall be submitted and accepted by the Authority in the initial DPR.	Not in lines with Cl 24.4.7. Both the clauses are contradictory, request BSWML to confirm which shall prevail.	Both are in order. Tender conditions prevail.	
85	Cl 25.1.2 Pg 142 of DCA	If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire i. Debt Due less Insurance Cover for assets under Concessionaire ownership; provided that if any Insurance claims forming part	Not in lines with Cl 24.4.12 , Both the clauses are contradictory, request BSWML to confirm which shall prevail.	Both are in order. Tender conditions prevail.	

		of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and ii. 110% (one hundred and ten per cent) of the Book value. If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to: i. 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and ii. 110% (one hundred and ten per cent) of the Book Value of Project. If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount as if it were an Authority Event of Default.			
86	Cl 25.2.1 Pg 143 of DCA	Termination Compensation for Termination post the Completion Date but prior to	Not in lines with Cl 24.4.5 and 24.4.7. Both the clauses are contradictory, request BSWML to confirm which	Both are in order. Tender conditions prevail.	

		the COD	shall prevail		
87	Schedule 1 Cl 1.5 (Note:2)	1. If the total penalty amount reaches 10% of operational cost of the year, BSWML may consider to terminate the Concession& initiate further legal action which may include blacklisting.	Request the authority to delete this provision. Blacklisting of a contractor should not occur after the contractor has invested so much money in the project. Kindly consider termination only if the contractor reaches a 10% penalty for a continuous period of 3 months due to its event of default, other than force majeure or the things beyond his control.	Tender condition prevails.	
88	Schedule 1 Cl 1.5 (Note:2)	2. Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	Not acceptable. Across concession agreements, penalties are fixed for the entire concession period, it will not increase year by year. Hence please delete this provision.	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY.	Refer addendum.

89	General		If the quantity of C&D waste received is significantly more than 3000 TPD for a period of time, BSWML is requested to provide financial grant/assistance to the Concessionaire so as to equip/enhance the storage and processing capacity of the Project facilities for increased amount of waste.	Tender conditions prevail	
90	General		If the quantity of C&D waste received is less than 3000 TPD for a period of time, BSWML is requested to compensate the Concessionaire for the revenue lost due to the shortfall in quantity, in order to help the Concessionaire recover the CAPEX amount.	Tender condition prevails.	
91	General		Request BSWML to add the clause stating that BSWML shall within the period mentioned in CA, pay the concessionaire the payments. In case of delayed payment, interest at the rate of SBI PLR + 3% shall be applicable.	Tender condition prevails.	

92	General		We request to provide GPS location Coordinates of the Transfer Station and C&D Waste Processing Facility.	The finalized locations shall be provided to successful bidder before signing of agreement. Refer annexure -1 for the tentative location of transfer stations & processing plants	

93	1.4.2 Category-1: Page No.63	b. Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.	Having experience in the collection and transportation of C&D waste and municipal waste to be considered.	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered.	Refer addendum.
94	1. Scope of Proposal Point 2.1 Page 23	Scope of work for Collection, Transportation and processing of C&D Waste for the Package	Minimum tonnage guarantee of 750 TPD on monthly basis should be given	Tender condition prevails.	

		of 750 TPD capacity			
95	Note Point 2 Page 31	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	Please delete this clause	The escalation of penalty agreed in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY	Refer addendum.
96	5.2 Substitution of Key Personnel Page No. 57	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Concessionaire or termination of the Agreement.	kindly request to delete this clause we will provide same qualified personnel Hence delete the clause	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	**Refer addendum**
97	5.2 Substitution of Key Personnel Page No. 58	5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the	kindly request to delete this clause we will provide same qualified personnel for the task	The replacement shall be relaxed if the reason for replacement is acceptable to the	**Refer addendum**

		reasons recorded are satisfied and substitution equal or more experienced is acceptable in unavoidable circumstances without prejudice.		Authority.	
98	2.0 Scoring Page No.66	Specific Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation:	Having experience in the collection and transportation of C&D waste and municipal waste to be considered.	The scoring for A (2) pertaining to specific experience in Collection & Transportation of waste is herewith read as follows: The “specific” word stands deleted from the sentence “specific experience” The scoring clause A (2) hereby read as follows: “The experience in collection & transportation of C&D (and / or MSW)”	**Refer addendum**
99	1. Scope of Proposal Point 2.1 Page 23	Scope of work for Collection, Transportation and processing of C&D Waste for the Package of 750 TPD capacity	Minimum tonnage guarantee of 750 TPD should be given	Tender conditions prevail.	

100	2.3.36 Page 27	**Mobilization Period:** 01 month from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later.	Minimum 4 months for the mobilization period required	Tender conditions prevail.	
101	3.1 non-adherence while processing the C&D waste at Processing plants Page 31	Penalty if the efficiency extent of processing of waste falls below 70% on monthly basis, then, concessionaire shall be liable penalty for each 5% deficit	This clause should be deleted	Tender conditions prevail.	
102	Note Point 2 Page 31	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	Request to delete this clause	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY.	Refer addendum.
103	5.2 Substitution of Key Personnel Page No. 57	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Concessionaire or termination of the Agreement.	we will provide same qualified personnel for the task Hence, request to delete this clause	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	

104	5.2 Substitution of Key Personnel Page No. 58	5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the reasons recorded are satisfied and substitution equal or more experienced is acceptable in unavoidable circumstances without prejudice.	we will provide same qualified personnel for the task Hence, request to delete this clause	The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	
105	1.4.2 Category-1: Page No.63	b. Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.	Request to consider MSW Waste	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered.	Refer addendum.
106	2.0 Scoring Page No.66	Specific Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation:	Request to consider MSW Waste	The scoring for A (2) pertaining to specific experience in	Refer addendum.

		a. Experience of more than 5 Years =15 Marks b. Experience of more than 3 Years=10 Marks c. Experience of more than 1 Year=08 Marks d. Iflessthan1 Year experience=0 Marks		Collection & Transportation of waste is herewith read as follows: The "specific" word stands deleted from the sentence "specific experience" The scoring clause A (2) hereby read as follows: "The experience in collection & transportation of C&D (and / or MSW)".	
107		Due date: 26.09.2024	Request for extension min 20 days	Refer Addendum.	
108	RFP/ Pg 24/ Clause 2.3.13	In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator must pay the fee towards the processing fee to the processing plant agency as per the rates approved by BSWML.	This will erode into the projected revenue of the concessionaire. He will have to service his borrowings (for Capital expenses) and meet OPEX expenses. If the projected revenue is not realised - because of direct transport by Bulk Generators, his	It is clearly indicated vide clause 2.3.12 that the clause 2.3.13 also states that the bulk waste generators have use the BSWML accepted transportation	
109	RFP/ Page No25/	A procedure shall be established that "all BWG shall send a request letter to BSWML indicating the approximate quantity to be generated from the either			

	Clause 2.3.16	new construction, demolition or renovation indicating the tentative quantity. In turn BSWML through system shall intimate to the concessionaire to collect the waste from such BWG. The rates for C&T shall remain same as approved rates under this contract. The payment based on the approved quantities shall be paid directly from BWG to concessionaire. If there is any difference in actual quantities to the final transported quantities are noticed, in such cases, such difference in quantities, as per electronic weighment prints uploaded through the Control Command Centre (CCC) shall be final.	revenue realisation will fall short. Bulk Generators should be fully prohibited from transporting directly to processing Plant and should be directed to utilise the services of the authorised concessionaire by following provision as per clause 2.3.16 Page 25(RFP).	mechanism which is under the purview of these C&D packages. Tender condition prevails. As such authority will approach government to issue the standard guidelines to be issued to BWGs to adopt the C&D concessionaires transportation mechanism.	
110	RFP/ Page 27/ Clause 2.3.36 and 2.3.7	Mobilization Period: 01 month from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later. Mobilization period includes time to obtain all the necessary clearances & approvals from relevant authorities and deploy the vehicles & manpower for collection & transportation mechanism. If the delay is beyond the control of the concessionaire, then the mobilization period shall be extended based on the reasons recorded and in such recorded hindrances justified by the engineers in charge or the authorised representative of BSWML. Construction Period: 18 months from the date of receipt of letter of acceptance or handing over of site,	These stipulations are contrary to each other. While at one place it is mentioned as one month, in other place it is mentioned at 18 months and in yet another place it is mentioned as 19 months. The concessionaire will be able to Collect and Transport C & D Waste only on completion of setting up of processing plant and need not invest	As per clause 2.3.36. It is stated that mobilization period of 1 month is primarily for deployment of collection & transportation vehicles, whereas 18 months mentioned is the period of construction for processing facilities. Hence, 19 months is total	

		whichever is later. Construction period is for establishment of processing facility & other civil infrastructures, etc. Complete the construction and commissioning of the C&D Waste Processing & Disposal Facility in terms of the Agreement within 19 months from obtaining the required clearances and development of Collection & Transportation facilities as well as fleet of adequate, suitable vehicles through procurement/ hiring / owned at least 7 days prior to the COD. (Also refer to page No 18, Clause 2.10.1, 2.10.2 and 2.10.3 of DCA)	on vehicles etc, until then (as it would be a dead investment). Hence, please confirm that the mobilisation period is 18 months as mentioned under "Construction period" in clause 2.3.36	duration for both mobilization & construction. Tender condition prevails.	
111	Vol 1/ Page 32/ Clause 5.2.2	This being a green initiative, may be entitled to Carbon Credits & Green Credits. The Concessionaire may be required to apply for availing the carbon credits and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML).	As the Concessionaire is investing fully and is also operating the Project, justifiably he should be entitled to all the Carbon Credits-if available. At best a nominal 10% may be shared by BSWM leaving 90% to the concessionaire.	Tender condition prevails	
112	Vol I, Page No 35 Clause 7.0	The Authority will authorize the successful concessionaire to sell the C&D waste recycled material and its value-added products in open market to any Government Department or private parties or open market to any entity. The Maximum Retail Price (MRP) of various recycled products should not be more than the rates of similar items mentioned in	Please clarify: 1. Whether the sale proceeds are to the account of Concessionaire? 2. Is he free to appropriate it ?	The bidders are free to choose the returns by selling the byproducts and can consider the revenue and offer the discount on	

		Karnataka Schedule of Rates (SR) + prevailing cost index at any particular time or market rates. However, the successful concessionaire will be at liberty to sell their products at a lower rate than the MRPs to maximize utilization of these products. However, the concessionaire is required to meet the quality standards of its products as per the applicable rules / standards. (Also refer to Page 21, clause 2.16 of DCA)	3. Can he consider this as an additional revenue and fine tune his bidding price accordingly?	account of revenues. The same is mentioned in in RFP and DCA documents and PIM is indicated the probable revenue sources. Hence tender conditions prevail.	
113	Vol I, Page 40, Clause 4.4	A bidder/ applicant should either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/Consortium/LLP shall be eligible for consideration subject to the conditions set out in this RFP.	Proprietorship firms are not mentioned here. As all other type of firms are eligible to participate, Proprietorship firms meeting the eligibility criterions cannot be denied an opportunity to participate in the tender process. Hence, this clause may please be amended to include Proprietorship firms also.	Yes agreed. Proprietorship firms are allowed to participate in bidding system	**Refer addendum**
114	PIM Pages 8 to 9 Clauses 1.4.1 to 1.4.4	In These clauses the various ill effects if Private \un-organised operators carrying C & D Waste is very clearly illustrated and also the details of carbon generation by these old and Single axle Trucks.	To curb such rampant carbon generation and also to ensure a scientific and organised collection and Transportation of C &	The bidder is free to propose his approach methodology.	

			Waste as envisaged in this tender, BSWML may consider a complete ban on operation of such agencies through proper legislation and allow deployment of only electric trucks/vehicles for this project.	Tender condition prevails.	
115	PIM Page 16 Clause 4.3.11 (c)	In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator has to pay the fee towards the processing fee to the processing plant agency as per the rates approved by BSWML	This will erode into the projected revenue of the concessionaire. He will have to service his borrowings (for Capital expenses) and also meet OPEX expenses. If the projected revenue is not realised -because of direct transport by Bulk Generators, his revue realisation will fall short due to non realisation of Collection and Transportation charges. Bulk Generators should be fully prohibited from transporting directly to processing Plant and should be directed to utilise the services of the	It is clearly indicated vide clause 2.3.12 that the clause 2.3.13 also states that the bulk waste generators have use the BSWML accepted transportation mechanism which is under the purview of these C&D packages. Tender condition prevails. As such authority will approach government to issue the standard guidelines to be issued to BWGs to adopt the C&D	

<table>
<tr><td></td><td></td><td></td><td>authorised concessionaire by following provision contained in clause 2.3.16 Page 24 of Vol 1</td><td>concessionaires transportation mechanism.</td><td></td></tr>
<tr><td>116</td><td>DCA Page 16
Clause2.5.1</td><td>The Contractor shall achieve Collection, Transportation from Commercial Operation Date in the following manner.
<table><tr><td>Sl. No</td><td>Peri Period</td><td>Benchmark</td></tr><tr><td>1.</td><td>By Six Months from Commercial operation Date</td><td>75%</td></tr><tr><td>2.</td><td>By Twelve Months from commercial and operations date</td><td>100%</td></tr></table></td><td>It will be difficult to achieve these bench mark results. This may please be amended as follows:
1. By Six Months from COD -- 50%
2. By 12 Months from COD-- 75%
3. By 18 Months from COD -- 100%</td><td>Tender condition prevails.</td><td></td></tr>
<tr><td>117</td><td>DCA-Page N0 43, clause 6.1.2(m)</td><td>BSWML agrees to:
6.1.2(m) maintain the minimum Escrow Balance</td><td>Please mention to quantum of “minimum Balance” to be maintained by BSWML in this Escrow account</td><td>The minimum balance in escrow shall be as per tender document vide article</td><td></td></tr>
<tr><td>118</td><td>DCA-Page No 50, Clause 9.1.1</td><td>The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favour of the BBMP and BSWML, in the form as set out in Schedule-6, (the “Performance Security”) for a sum of corresponding to [9% (nine per cent)] of the Bid Project Cost (based on the capital costs mentioned in the document) during construction & mobilization period till Commercial Operation date of 750 TPD C&D</td><td>For both construction and O & M, Performance Guarantee is prescribed at 9%, which is very high-especially as the concessionaire is incurring all expenses-both CAPEX and OPEX,
BSWML may please reduce this Performance</td><td>As per Clause 9.1.1, the performance security is 9% of the total estimated capital cost indicated in the tender. From the 9% of PBG, 5% towards C&T & balance 4%</td><td>Refer addendum</td></tr>
</table>

		project. The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable. During the O&M period of the project, approved tipping fee per TPD multiplied with the total TPD under the Concession for the duration of one month shall be considered as Bid Project Cost. A sum of corresponding to [9% (nine per cent)] of the Bid Project Cost for O&M period shall be furnished as unconditional and irrevocable bank guarantee, in favour of the BBMP and BSWML, in the form Performance Security. A fresh bank guarantee will be issued one month before construction of Processing & Disposal facilities and valid until COD. Post-COD, the Performance Security shall be reduced to [25% (twenty-five per cent till the end of Concession Period or till the Termination Date, as the case may be.	Guarantee to 5% in both the cases. Similarly, Post COD Bank Guarantee may be reduced from 25% to 10%	towards P&D activities of processing facilities. These PBG's shall be released after COD as per contract conditions.	
119	DCA-Page 65 Clause 13.2	Remuneration : All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is as per the mutually agreed approved rates at the time of signing of the agreement. The payment towards consultancy charges foe independent engineer shall be collected from the	Usually, such charges for Project Engineer etc., are borne by the tendering authority to ensure independent working of the Project Engineer. Hence, it is requested that this clause may please be	Tender condition prevails	

		concessionaire as per the mutually agreed approved rates from each invoice and the payment to independent engineer shall be settled by BSWML. If any saving on this account, the same shall be returned to concessionaire after the financial closure of the accounts	amended that all such costs will be borne by BSWML and not be the Concessionaire.		
120	DCA Page 103 Clause 18.2 (b)	Minimum Escrow Balance At all times, to maintain the minimum balance in the Escrow Account (the Minimum Escrow Balance "The cess collected from the pollution generator as per the law shall be deposited in escrow account and same shall be available to pay the tipping fee to the concessionaire"):	Please confirm that the "cess" so collected would be sufficient o cover the total tipping fee to be paid to the concessionaire. Otherwise, what are the other sources of funds to pay agreed tipping fee to the concessionaire? Please clarify.	The payment shall be released to the concessionaire as per the payment conditions mentioned in DCA. Fund for the same shall be arranged by Government either collection of cess or meet through other governments funds is at the discretion of the authority	
121	DCA Page 103 Clause 18. 2 (c)	BSWML shall be entitled to withdraw amounts from the Escrow Account in accordance with the provisions of this Agreement and the Escrow Agreement	Please furnish details as to under what circumstances BSWML would be entitled to withdraw amounts from "Escrow" Account? Usually, Escrow accounts are meant to finance the project\make payment to Concessionaire. In this	Tender conditions prevail	

			project all CAPEX and OPEX are being incurred by the concessionaire and there is no financial involvement of BSWML. Then to what end would they be entitled to withdraw funds from escrow account? Please clarify.		
122	DCA Page 103 Clause 18.3 (a)	The Construction Payments and the O&M Payments are inclusive of all Taxes and the concessionaire is fully responsible for such taxes, levies, cess or GST as applicable .	According to this clause construction payment and O & M payment will be inclusive of GST also. Where as per page 4, clause (m) of RFP: The quoted rates shall be excluding GST. Applicable GST shall to the concessionaire as per reimbursement claimed based on applicable GST norms . Please confirm that the Construction payment and O & M payment are EXCLUSIVE of GST and GST as applicable would be reimbursed at applicable rates in force.	Applicable GST shall be paid to the concessionaire as per reimbursement claimed based on applicable GST norms.	

123	DCA Page 103 Clause 18.4.1 and 18.4.2	18.4.1: Schedule 1: 50% of the payment shall be processed as the invoice is submitted by concessionaire and the same shall be released within 7 working days 18.4.2 Schedule 2: Balance 50% of the payment shall be released after verifying the actual quantities based on the online tracking mechanism and also after deduction of non-performance based on GPS mismatch, penalties	As the concessionaire has to meet his EMI payments, Payment of Salary and other statutory dues, these two clause may please be amended to read as: 18.4.1: Schedule 1: 75% of the payment shall be processed as the invoice is submitted by concessionaire and the same shall be released within 7 working days 18.4.2: Schedule 2: Balance 25% of the payment shall be released after verifying the actual quantities based on the online tracking mechanism and after deduction of non-performance based on GPS mismatch, penalties. This will help the concessionaire to meet his financial necessities and full attention to awarded work.	Refer addendum for payment schedule.	Refer addendum
124	RFP, Pg 63, Cl 1.4.2 (b)	Experience in collection & transportation of C&D waste for any government department of India using	Collection & Transportation of MSW is not much different in comparison to C&D Waste	The clause 1.4.2 Category category-1 (b)	**Refer addendum**

		Auto tippers for primary collection and Hook loaders for secondary transportation.	using Auto tippers & Hook loaders/Compactors. Therefore, to encourage competition, we request that this clause be amended to allow bidders, with experience of even MSW Primary & Secondary Collection & Transportation experience using any type of vehicles.	is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered	
125	RFP, Pg 63, Cl 1.4.2 (c)	Experience in establishment of RFID/GPS system for Primary & Secondary transportation.	The idea behind this qualification criterion is to check bidder's experience in terms of use of GPS/RFID technology in Municipal/ Government contracts. The technology & solution is no different when implemented in collection & transportation of MSW/ C&D Waste. So, we request that this clause be amended to allow bidders with experience of use of GPS/RFID technology in Collection & Transportation of MSW/C&D Waste projects.	Tender condition prevails.	

126	RFP, Pg 68, Cl C	RELEVANT EXPERIENCE OF KEY PERSONNEL (The conditions of the eligibility for the key personnel towards (1) Professional Qualification, (2) Length of Professional Experience and (3) Experience on Eligible Assignments	Sir, All Project specific Personnel are hired and deputed only when a project has been awarded. BSWML may retain this condition pertaining to qualification and experience of Key personnel to be deployed for the project, but should not include this as a criterion for evaluation of the bidder. BSWML may please amend this clause and delete it from the marking scheme. Just as there are specifications for all asset deployment regarding the project, BSWML may specify such conditions pertaining to deployment of Key Personnel in this RFP. And add in a condition that key personnel may be deployed by the successful bidder	Tender condition prevails	

			only after approval from BSWML.		
127	General	Kindly, extend the bid submission due date by at least 10 to 15 working days to allow bidders to incorporate the changes and prepare the bids.		Refer addendum	
128	Page No. 2	e. The Transfer stations facility shall be provided/constructed by BSWML at its cost	Requesting the location of the transfer stations and confirmation of available infrastructure from the BSWML at the transfer station	The tentative location of transfer stations/processing facilities can be referred in Annexure-1 appended.	
129	Page No. 2	e. The Transfer stations facility shall be provided/constructed by BSWML at its cost	If transfer stations are not ready before COD of C&D plant , BSWML and Concessionaire need to mutually agree on suitable compensation for transportation cost	Handing over of the facilities is responsibility of the Authority. The mobilization by concessionaire as per clause 2.3.36 of RFP. Tender conditions prevail.	
130	Page No. 4	v. The collection of royalty on processed goods & payment of the same to concerned department is responsibility of bidder.	Please provide a detailed explanation.	The bidders are free to choose the returns by selling the by-products and can consider the revenue and offer the discount on account of revenues. The	

				same is mentioned in in RFP and DCA documents and PIM is indicated the probable revenue sources. Hence tender conditions prevail.	
131	2.1 Section-1: Collection & Transportation:	2.1.2 Sub-Section-2: Primary Transportation: The filled containers from C&D waste generation points shall be carried by the optimum capacity of the hook loaders to be deployed and carry the filled containers to the transfer stations. The small size containers shall be transferred the waste into the larger size of 20.00 Cum or more capacity containers at the transfer stations. 2.1.3 Sub Section-3: Secondary Transportation**:** The secondary transportation through the hook loader of 28.00 T GVW or more capacity to be deployed to carry the filled larger size containers from the transfer station to processing plant.	28.00 T GVW is possible to carry only 14.00 Cum bin. Please modify.	The bidder shall propose their own approach methodology for collection & transportation mechanism which shall be reviewed by the Authority. Tender condition prevails.	
132	2.2.1.1 Sub-Section-1: Page No. 22	Collection: The concessionaire shall procure the optimum required number of containers of 5.00 cum capacity along with suitable hook loaders to carry these containers. Deploy the minimum required labour at each C&D Waste collection spot to fill the containers. The filled containers need to be taken by hook loader within stipulated time mentioned in RFP	5.00 Cum Capacity containers can be emptied using technologies other than hook loaders, reducing capital cost for the bidders and O&M cost to the agency. Requesting	The bidder shall propose their own approach methodology for collection & transportation mechanism which	

		and DCA. The minimum required containers to be deployed based on the assessment of the available quantity at source.	to allow bidder to choose the primary collection mechanism.	shall be reviewed by the Authority. Tender condition prevails.	
133	1. Scope of Proposal Page 23	2.1 Scope of work for Collection, Transportation and processing of C&D Waste for the Package of 750 TPD capacity	BSWML should give minimum tonnage guarantee of 600 TPD on monthly basis for smooth running of the project.	Tender condition prevails	
134	2.3.11 Page No. 24	For BSWML's other civil works / bulk generators having quantity equal or more than 20 MT per day or 300 MT per project per month there will be two cases as mentioned below. The C&D waste supplied by bulk waste generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates.	please provide SR Rates	The latest KPWD -SR rates shall be applicable.	
135	2.3.12 Page No. 24	In case the bulk generator uses BSWML's Collection and Transportation services then the Concessionaire for this project will make arrangement for Collection, Transportation, and Processing & Disposal of C&D waste from bulk generators. Bulk generator will make payment to concessionaire directly per the rates approved by BSWML.	Accounting problems may occur Request the BSWML to collect the payment from BWG and pay the Concessionaire as per the tipping fee.	Tender condition prevails.	
136	2.3.13 Page No. 24	In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator has to pay the fee	Requesting Not to Allow Concessionaire has implemented C&T vehicles in selected areas, impacting	Tender condition prevails.	

		towards the processing fee to the processing plant agency as per the rates approved by BSWML.	waste delivery and payment between BSWML and Concessionaire.		
137	2.2.15 Page no. 25	Concessionaire has to install Load Cells/ Onboard weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project. The online RFID/GPS mechanism shall record the specific weight at every spot of	The mechanism is not functional anywhere in India. We request that the clause be deleted.	Load cells clause is deleted.	Refer addendum
138	2.3.33 Page no 26 And 8.2 Page No. 34	It is proposed that in package 1 (one) Plant of 750 TPD Capacity processing facilities are required to establish with minimum 150 Ton/hour of crushing plant capacity which can operate for minimum 5 Hours. The plants may need to operate for extra And **8.2 Construct and Operation of C&D Waste Processing System:** 8.2.1 Responsibilities of Operator should be detailed to include the following: Undertaking necessary geotechnical survey to assess the hydrological and flooding potential of the site Construction of 70 TPH C&D Waste Processing Plant.	Requesting to allow the bidder to choose their working time and machine specifications. Point 2.3.33 and 8.2 are Contradictory to the above statement.	The bidder shall propose their own approach methodology for processing & disposal mechanism which shall be reviewed by the Authority. Refer addendum for clause 8.2 (RFP)	Refer Addendum
139	2.3.36 Page 27	**Mobilization Period:** 01 month from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later.	Requesting a minimum of 6 months for the mobilization period.	Tender condition prevails	

		Mobilization period includes time to obtain all the necessary clearances & approvals from relevant authorities and deploy the vehicles & manpower for collection & transportation mechanism. If the delay is beyond the control of the concessionaire, then the mobilization period shall be extended based on the reasons recorded and in such recorded hindrances justified by the engineers in charge or the authorised representative of BSWML Complete the construction and commissioning of the C&D Waste Processing & Disposal Facility in terms of the Agreement within 19 months from obtaining the required clearances and development of Collection & Transportation facilities as well as fleet of adequate, suitable vehicles through procurement/ hiring / owned at least 7 days prior to the COD.	Contradictory to the above statement please clarify if the C&T and processing will start concurrently on COD.		
140	2.4 Service level benchmarking:	2.4.1 The Concessionaire shall achieve Collection, Transportation from Commercial Operation Date in the following manner. 1. By Six Months from Commercial operation Date 75% Twelve Months from commercial operation date 100%	Considering the current collection system for C&D waste, it is challenging to meet the service level benchmark. Kindly requesting to delete the clause.	Tender condition prevails.	
141	3.1 non-adherence while processing the C&D waste at Processing plants	Penalty if the efficiency extent of processing of waste falls below 70% on monthly basis then,	Request to modify as; Penalty shall be applicable only if incoming waste is	The penalties are considered on monthly basis,	

	Page 31	concessionaire shall be liable penalty for each 5% deficit	more than 90% of plant capacity on monthly basis.	based on the input quantities recorded and if the processed quantities recorded is less than the indicated percentages of the input quantities then the penalties shall be imposed as per the KPI vide article 19 of DCA. Tender conditions prevail.	
142	Note Point 2 Page 31	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	Increasing penalties every year might have a bigger impact on bidders with lower income. So, kindly request you to consider removing that clause	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY.	**Refer addendum**
143	3.1 Methodology Statement Page 37	Landfilling process (liner system, method of filling and covering of Landfill Waste).	Not in the bidder scope, hence, to be deleted.	The bidder shall propose their own approach methodology for processing & disposal mechanism which	

				shall be reviewed by the Authority	
144	5.2 Substitution of Key Personnel Page No. 57	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Concessionaire or termination of the Agreement.	The substitution of any key personnel will depend on the personal reasons of the individual. Since this project is long-term, we cannot guarantee that the person will stay with the organization. Instead of imposing penalties, request to include a clause stating that the equally qualified personnel or even more qualified must be appointed to the position.	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	**Refer addendum**
145	5.2 Substitution of Key Personnel Page No. 58	5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the reasons recorded are satisfied and substitution equal or more experienced is acceptable in unavoidable circumstances without prejudice.	The substitution of any key personnel will depend on the personal reasons of the individual. Since this project is long-term, we cannot guarantee that the person will stay with the organization. Instead of imposing penalties, request to include a clause stating that the	The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	**Refer addendum**

			equally qualified personnel or even more qualified must be appointed to the position.		
146	1.4.2 Category-1: Page No.63	**b. Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.**	Having experience in the collection and transportation of C&D waste is very similar to the transportation of municipal waste. This involves using auto tippers for primary collection and hook loaders for secondary transportation. Experience in the collection and transportation of C&D waste or municipal waste should be considered.	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered.	Refer Addendum
147	2.0 Scoring Page No.66	Specific Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation: a. Experience of more than 5 Years =15 Marks b. Experience of more than 3 Years=10 Marks c. Experience of more than 1 Year=08 Marks	Having experience in the collection and transportation of C&D waste is very similar to the transportation of municipal waste. This involves using auto tippers for primary collection and hook loaders for secondary transportation.	The scoring for A (2) pertaining to specific experience in Collection & Transportation of waste is herewith read as follows:	Refer addendum.

		d. Iflessthan1 Year experience=0 Marks	Experience in the collection and transportation of C&D waste or municipal waste should be considered.	The “specific” word stands deleted from the sentence specific experience” The scoring clause A (2) hereby read as follows: “The experience in collection & transportation of C&D (and / or MSW)”.	
148	9.1. Performance Security Page No. 50	The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the BBMP and BSWML, in the form as set out in **Schedule-6**, (the **“Performance Security”**) for a sum of corresponding to [9% (nine per cent)] of the Bid Project Cost (based on the capital costs mentioned in the document) during construction & mobilization period till Commercial Operation date of 750 TPD C&D project. The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable.	Requesting you to reduce Performance security to 5%	As per Clause 9.1.1, the performance security is 9% of the total estimated capital cost indicated in the tender. From the 9% of PBG, 5% towards C&T & balance 4% towards P&D activities of processing facilities. These PBG’s shall be released after COD as per	**Refer addendum**

				contract conditions.	
149	General	Bid Submission Due date: 26.09.2024	Kindly requesting you to provide Minimum 15 days from the date of the clarifications provided	Refer addendum	Refer Addendum

ANNEXURE-1

PROCESSING FACILITY: Location (Latitude & Longitude)

1. Package - 1 - 13.07673, 77.65638 - https://maps.app.goo.gl/VXLyT4yB6zVXxCja7
2. Package - 2 - 12.93055, 77.35325 - https://maps.app.goo.gl/6TqU7kJoH5ib8Qjo7
3. Package - 3 - 12.85352, 77.62936 - https://maps.app.goo.gl/MStKKhwtc7UfXp677
4. Package - 4 - 12.83436, 77.62354 - https://maps.app.goo.gl/Fkb1TDoJnQdza5sg6

TRANSFER STATION: Location (Latitude & Longitude)

Package - 1

Transfer Station	Ward No	Zone	Ward Names	Location (Latitude & Longitude)	Google map location
1	43	West	Nandhini Layout	13.01064, 77.53637	https://maps.app.goo.gl/LKq1QiF7rN6EBozw6
2	16	R R Nagar	Jalahalli	13.02908, 77.56001	https://maps.app.goo.gl/b83fkuygC3dS3ya66
3	40	R R Nagar	Doddabidarakallu	13.03483, 77.49186	https://maps.app.goo.gl/AXfr4QcewYMZMENQ8
4	73	R R Nagar	Kottigepalaya	12.97724, 77.512	https://maps.app.goo.gl/sms8it8Mk1D2iF1R8

Package – 2

Transfer Station	Ward No	Zone	Ward Names	Location (Latitude & Longitude)	Google map location
1	128	West	Nagarabhavi	12.95985, 77.51598	https://maps.app.goo.gl/hA8U74ot8wfzEJ5v8
2	129	R R Nagar	Gnanabharathi	12.96288, 77.50487	https://maps.app.goo.gl/GZL2egB7N1cjv5Ne8
3	130	R R Nagar	Ullala	12.96025, 77.48497	https://maps.app.goo.gl/PKUCuzbiNcPHbKys8
4	160	R R Nagar	R R Nagara	12.93308, 77.51327	https://maps.app.goo.gl/L9ewtrtd5j41cenD6

Package - 3

Transfer Station	Ward No	Zone	Ward Names	Location (Latitude & Longitude)	Google map location
1	184	Bommanahalli	Uttanahalli	12.91703, 77.53866	https://maps.app.goo.gl/wuwPzjJcLDgA39xv8
2	184	Bommanahalli	Uttanahalli	12.91601, 77.53857	https://maps.app.goo.gl/adfq91ag1bnJARJs6
3	173	South	BTM Layout	12.91016, 77.61335	https://maps.app.goo.gl/pFv9G9MVCDiQDSz17
4	182	South	Padmanabhanagara	12.91777, 77.55741	https://maps.app.goo.gl/sruzrg94iUVxhcFX9

Package - 4

Transfer Station	Ward No	Zone	Ward Names	Location (Latitude & Longitude)	Google map location
1	184	Bommanahalli	Uttanahalli	12.90721, 77.53375	https://maps.app.goo.gl/VjPnJH3CtFYGfvDe9
2	181	South	Kumara Swamy Layout	12.8988, 77.55843	https://maps.app.goo.gl/MKuhwgpBtCtFeBXJA
3	160	R R Nagar	R R Nagara	12.92085, 77.50323	https://maps.app.goo.gl/a1yuiVYwNcCDVRVr6
4	160	R R Nagar	R R Nagara (ideal homes)	12.92687, 77.52024	https://maps.app.goo.gl/MWazwSgi2397Z6538